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[*Samodurov v. Niagara Mohawk Power Corp.*](#), 89-ERA-20 (Sec'y Mar. 28, 1990)

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U.S. DEPARTMENT OF LABOR

SECRETARY OF LABOR
WASHINGTON, D.C.

DATE: March 28, 1990

CASE NO. 89-ERA-20

IN THE MATTER OF

MICHAEL SAMODUROV,
COMPLAINANT,

v.

NIAGARA MOHAWK POWER CORPORATION
AND GENERAL PHYSICS CORPORATION,
RESPONDENTS.

CASE NO. 89-ERA-26

IN THE MATTER OF

MICHAEL SAMODUROV,
COMPLAINANT,

v.

NIAGARA MOHAWK POWER CORPORATION, RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

FINAL ORDER OF DISMISSAL

These consolidated cases, arising under the employee protection provision of the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C. § 5851 (1982), are before me pursuant to the Recommended Decision and Order issued by Administrative Law Judge (ALJ) Julius A. Johnson on December 12, 1989. In this decision, the ALJ

referenced his order of May 19, 1989, dismissing with prejudice Complainant's complaints against Respondent Niagara Mohawk Corporation (Niagara) in Case Nos. 89-

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ERA-20 and 89-ERA-26 pursuant to a settlement agreement between Complainant and Niagara. The May 19, 1989, [recommended] Order Dismissing Complaint Against Niagara Mohawk Power Corporation, is accordingly also before me for review.

Because the Settlement Agreement was never made a part of the record, *see Fuchko and Yunker v. Georgia Power Co.*, Case Nos. 89-ERA-9, 89-ERA-10, Sec. Order, March 23, 1989, slip op. at 1-2, I issued an Order to Submit Settlement in these cases on February 22, 1990. Counsel for Respondent Niagara has complied with my order by submitting for the record a copy of the Settlement Agreement, a General Release signed by Complainant, a verification of employment letter signed by Respondent Niagara and a copy of a letter of April 27, 1989, to the ALJ informing him of the settlement between Complainant and Niagara.

The terms of the agreement have been thoroughly reviewed. I note that the Settlement Agreement appears to encompass the settlement of matters arising under various laws, only one of which is the ERA. *See, e.g.*, Settlement Agreement par. 3. For the reasons set forth in *Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, Sec. Order, November 2, 1987, slip op. at 2, I have limited my review of the agreement to determining whether its terms are a fair, adequate and reasonable settlement of Complainant's allegations that Respondent Niagara violated the ERA. Upon review of the terms of the agreement, I find that they are fair, adequate and reasonable. I, therefore, agree with the ALJ's determination that the complaints against Respondent Niagara in Case Nos. 89-ERA-20 and 89-ERA-26 be DISMISSED with prejudice. Settlement Agreement ¶¶ 1 and 11.

SO ORDERED.

Elizabeth Dole
Secretary of Labor

Washington, D.C.